

**AMENDMENT No. 4 TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 3rd February, 2004, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and O'Brien Kreitzberg, (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional project management services on November 2, 1999, for Projects No.'s 4179 & 4180; and

WHEREAS, the parties entered into an Agreement Amendment No. 1 for professional project management services on September 19, 2000, for Projects No.'s 4179 & 4180; and

WHEREAS, the parties entered into an Agreement Amendment No. 2 to continue professional project management services on March 20, 2001, for Projects No.'s 4179, 4180, 4133, & 4178; and

WHEREAS, the parties entered into an Agreement Amendment No. 3 to continue professional project management services on December 4, 2001, for Projects No.'s 4179, 4180, 4133, & 4178; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to continue to provide professional project management services as specified in the Agreement and Agreement Amendments 1 through 3 with a two day per week level of effort.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The second sentence in Section 2, entitled "Term" is amended to read:

This agreement shall terminate on **March 31, 2005**, unless otherwise terminated or extended pursuant to this Agreement.

2. Section 3 entitled " Scope of CONSULTANT's Duties and Services" is amended to add Exhibit "A-4", which is attached hereto and incorporated by reference herein.
3. Section 4, entitled " Payment by CITY: Time and Manner of Payment " is amended to add Exhibit "B-4", which is attached hereto and incorporated by reference herein. Section 4 is further amended by adding the following to the end of the Section:

The compensation for professional project management services is set forth in Exhibit "B-4" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-4" shall be \$329,650.00.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 12, entitled "Insurance" of the Agreement dated November 2, 1999, between O'Brien Kreitzberg and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

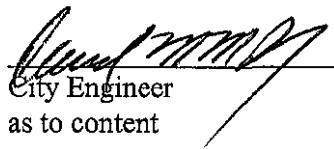
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

  
\_\_\_\_\_  
City Engineer  
as to content

\_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk

## Exhibit A-4

### CITY OF MILPITAS Montague Expressway Widening and Other Projects Coordination

#### SCOPE OF WORK

##### **A. Montague Expressway and Other Cisco Related Projects:**

Act as the City of Milpitas Representative for troubleshooting and coordinating with design firms HMH and Kolve, Light Rail Transit Project, the VTA, City of Milpitas accounting and planning departments, County of Santa Clara, California Department of Transportation, interfacing railroads and other agencies and firms involved in the Project. Schedule and attend necessary and relevant meetings for the reviewing progress and establishing project milestones. Assumes a commitment of two (2) days per week, as shown on Exhibit "B-4". Provide project-specific assistance on the following projects, as described below:

- 1) CIP 4179 – Montague Widening at Great Mall Parkway
  - a) Coordinate and oversee invoicing to Cisco for reimbursement of funds. Invoicing to include design, construction, construction management and staking, right-of-way acquisition, and right-of-way expenses.
  - b) Prepare reports on status of Cisco funds.
  - c) Assist in the closeout of the Milpitas/VTA Cooperative Agreement. This will include finalizing quantities and costs.
  - d) Assist, as needed, in the right-of-way condemnation process.
- 2) CIP 4179 Phase 2 – Montague Widening Phase 2
  - a) Review plans, specifications and estimates for conformance to City's requirements.
- 3) CIP 4178 – Tasman/Great Mall Pkwy/I-880 Interchange Improvements
  - a) Coordinate and oversee invoicing to Cisco for reimbursement of funds. Invoicing to include design, construction, construction management and staking.
  - b) Prepare reports on status of Cisco funds.
- 4) CIP 4186 – Abel Right Turn Lane at Calaveras
  - a) Coordinate and oversee invoicing to Cisco for reimbursement of funds. Invoicing to include design, construction, construction management and staking, right-of-way acquisition, and right-of-way expenses.
  - b) Prepare reports on status of Cisco funds.
- 5) CIP 7086 – Water System Air Relief Valve Modifications
  - a) Project management, scheduling, coordination, tracking of project expenditures and troubleshooting.
- 6) CIP 5069 – Athletic Court Resurfacing
  - a) Project management, scheduling, coordination, tracking of project expenditures and troubleshooting.
- 7) CIP 7098 South Milpitas Waterline Replacement
  - a) Project management, scheduling, coordination, tracking of project expenditures and troubleshooting.

CITY OF MIPLITAS  
Montague Expressway Widening and Other CIP Projects  
DESIGN PHASE COORDINATION CONSTRUCTION MANAGEMENT

**A. Various CIP Projects:**

STAFF	160h/m		2004												MAN
			J	F	M	A	M	J	J	A	S	O	N	D	
															MONTHS
															2003
1 Project Manager	\$141.38	\$22,621	\$0	\$0	\$0	\$9,048	\$9,048	\$9,048	\$9,048	\$9,048	\$9,048	\$9,048	\$9,048	\$9,048	\$81,434
2 Project Manager	\$130.00	\$20,800	\$0	\$0	\$0	\$8,320	\$8,320	\$8,320	\$8,320	\$8,320	\$8,320	\$8,320	\$8,320	\$8,320	\$74,880
3 Project Engineer	\$85.00	\$13,600	\$0	\$0	\$0	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$12,240
4 Project Engineer	\$76.00	\$12,160	\$0	\$0	\$0	\$4,864	\$4,864	\$4,864	\$4,864	\$4,864	\$4,864	\$4,864	\$4,864	\$4,864	\$43,776
5 CADD Designer	\$62.00	\$9,920	\$0	\$0	\$0	\$992	\$992	\$992	\$992	\$992	\$992	\$992	\$992	\$992	\$8,928
6 CADD Tech	\$55.00	\$8,800	\$0	\$0	\$0	\$1,760	\$1,760	\$1,760	\$1,760	\$1,760	\$1,760	\$1,760	\$1,760	\$1,760	\$15,840
7 Other Direct Costs	\$3.15	\$504	\$0	\$0	\$0	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$454
8 SUBTOTAL						\$26,395	\$26,395	\$26,395	\$26,395	\$26,395	\$26,395	\$26,395	\$26,395	\$26,395	\$227,650

STAFF	160h/m		2005												MAN
			J	F	M	A	M	J	J	A	S	O	N	D	
															MONTHS
															2004
1 Project Manager	\$148.45	\$23,752	\$9,501	\$9,501	\$9,501	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,502
2 Project Manager	\$133.90	\$21,424	\$8,570	\$8,570	\$8,570	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,709
3 Project Engineer	\$87.55	\$14,008	\$1,401	\$1,401	\$1,401	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,202
4 Project Engineer	\$78.28	\$12,525	\$5,010	\$5,010	\$5,010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,030
5 CADD Designer	\$63.86	\$10,218	\$1,022	\$1,022	\$1,022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,065
6 CADD Tech	\$56.65	\$9,064	\$1,813	\$1,813	\$1,813	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,438
3 Other Direct Costs	\$3.15	\$504	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151
4 SUBTOTAL			\$26,395	\$26,395	\$26,395	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,550

ASSUMPTIONS OF THE PROPOSAL:

- 1 No field office facilities are included in this proposal.
- 2 The Project Managers & Project Engineer M. Lee are scheduled to work out of the Miplitas City Hall office two days per week, Project Engineer P. He and CADD Techs as needed, unless modified by mutual agreement.
- 3 Other Direct Costs which are included in this proposal as an allowance will be billed at cost plus 10%.
- 4 Vehicle mileage (at \$0.375/mile) from Miplitas City Hall to the business required destination and return will be billed as an Other Direct Cost.

**A. Project Subtotal \$319,650**

**B. Other City CIP Projects:**

**\$10,000**

**New Amendment Total**

**\$329,650**

**A. Project Subtotal    \$329,650**

**PROJECT BREAKDOWN:**

4179	\$49,448	
4179-P2	\$49,448	
4178	\$79,116	
7098	\$59,337	
7086	\$39,558	
5069	\$32,965	
4186	\$19,779	\$329,650

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**New Amendment Total    \$329,650**